

# EXHIBIT 11

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ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that:

NINETEENTH ASHEVILLE CORP., a North Carolina corporation  
having an office at 1133 Avenue of the Americas, New York, New York  
(hereafter called the "ASSIGNOR") for Ten (\$10.00) Dollars and  
other valuable consideration to the Assignor in hand paid by  
ASHEVILLE K-M ASSOCIATES, a North Carolina Limited Partnership c/o  
Paul Green, 501 Madison Avenue, New York, New York (hereafter  
called the "ASSIGNEE") the receipt whereof is hereby acknowledged,

HEREBY SELL, ASSIGN AND TRANSFER unto the Assignee that certain  
Indenture of Lease and all amendments thereto and the leasehold  
estate created thereby, dated February 1, 1966 made by Martin Bruce  
and Sylvia Bruce, as Lessor and Patton Plaza Associates, as Lessee,  
a memorandum of which was recorded in the Buncombe County, North  
Carolina, Registry on February 1, 1966 in Book 934, page 649 and  
which said lease was subsequently assigned by Patton Plaza Associates  
to Nineteenth Asheville Corp. on November 6, 1969, which was recorded  
in the Buncombe County, North Carolina Registry on November 7, 1969  
in Book 1009, page 487 covering the following described property:

All that certain plot, piece of parcel of land with the  
buildings and improvements thereon erected, situate, lying and  
being in the City of Asheville, County of Buncombe, North Carolina  
as more particularly described on Exhibit "A" annexed hereto and  
made a part hereof.

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and all of the rights, title and interest of the Assignor as Lessee in and to the same and in and to any buildings and improvements thereon with the appurtenances,

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, from the date of these presents for all of the rest of the years mentioned in said Indenture of Lease, as amended,

SUBJECT, HOWEVER, to the rents, covenants, terms, conditions and provisions mentioned and contained in said Indenture of Lease, as amended and all matters of record.

AND the Assignee hereby assumes the performance of all of the terms, covenants, conditions and agreements contained in the aforesaid Indenture of Lease, hereby assigned to it; and hereby assumes said Indenture of Lease, the obligations of the Assignor thereunder and all of the obligations of the tenant thereunder, and shall be liable for the payment of the basic rent, impositions and all costs and payments and charges which tenant under any of the provisions thereof assumes or agrees to pay and for the due performance of all of the terms, covenants, conditions and agreements thereof contained on tenant's part to be performed for the term of said Indenture of Lease, so long as said Assignee is the holder thereof.

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this instrument this 17<sup>th</sup> day of December, 1975

1921- NINETEENTH ASHEVILLE CORP.

by Harold W. Schulkind  
Harold W. Schulkind, Vice President

by Robert Goldberg  
Robert Goldberg, Secretary

THIS INSTRUMENT WAS PREPARED BY  
HAROLD W. SCHULKIND  
ATTORNEY AT LAW  
1133 AVENUE OF THE AMERICAS  
N. Y. N. Y. 10036 (212) 997-1250

1921- ASHEVILLE K-M ASSOCIATES

by Paul Green  
Paul Green, General Partner

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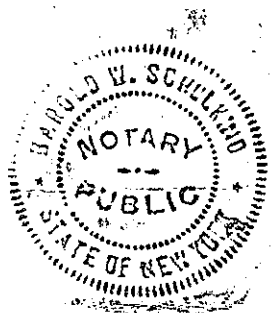
STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On the 17<sup>th</sup> day of December 1975 before me personally came HAROLD W. SCHULKIND and ROBERT GOLDBERG, to me known, who being by me duly sworn, did depose and say that they are the Vice President and Secretary of NINETEENTH ASHEVILLE CORP., the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of said corporation; and that they signed their names thereto by like order.

*Julie Blanke*  
Notary Public  
JULIE BLANKE  
Notary Public, State of New York  
No. 41-0313060  
Qualified in Queens County  
Commission Expires March 30, 1977

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On the 17<sup>th</sup> day of December 1975 before me personally came PAUL GREEN to me known and by me being duly sworn, did depose and say that he is a General Partner of ASHEVILLE K-M ASSOCIATES and that he signed his name to the foregoing instrument for and on behalf of and with the authority of said ASHEVILLE K-M ASSOCIATES for the uses and purposes therein mentioned.



*Harold W. Schulkind*  
Notary Public  
HAROLD W. SCHULKIND  
Notary Public, State of New York  
No. 41-3538300  
Qualified in Queens County  
Commission Expires March 30, 1977

*Mary E. Cotter*  
Notary Public  
MARY E. COTTER  
Commissioner of Deeds  
City of New York No. 1-1247  
Certificate filed in New York County  
Commission Expires Sept. 1, 1977

State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of *Harold W. Schulkind & Julie Blanke*  
a notary or Notaries public of the State and County designated is certified to be correct.

This 23<sup>rd</sup> day of December, 1975

Filed for registration on the 23<sup>rd</sup> day of December, 1975 at 11:09 A.M.

WILLIAM E. DIGGES  
Register of Deeds, Buncombe County  
By: *Macie L. Parham*, Deputy  
WILLIAM E. DIGGES  
Register of Deeds, Buncombe County  
By: *Macie L. Parham*, Deputy

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All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the City of Asheville, County of Buncombe, North Carolina:

TRACT ONE: BEGINNING at a concrete monument in the northern margin of the right of way line of dual U.S. Highways #19-23, known as Patton Avenue, at the southeast corner of the lands of Wachovia Bank and Trust Company and running thence with the line of said Bank, N 12-52 W 227 feet to a concrete monument; thence S 89-45 W 119.3 feet to a concrete monument in the right of way line of Louisiana Avenue; thence N 36-57 W 221.5 feet to an iron in the eastern margin of Louisiana Avenue; thence with the eastern margin of Louisiana Avenue N 28-51 W 63.5 feet to an iron pipe; the Joyner corner; thence with Joyner S 81-17 E 234.57 feet to an iron pipe; thence still with Joyner N 3-7 E 161.69 feet to a concrete monument, the Joyner northeast corner; thence with Joyner N 78-27 W 353.92 feet to an iron in the eastern margin of Louisiana Avenue; thence with the eastern Margin of Louisiana Avenue N 19-26 W 87.85 feet; thence still with said Avenue N 5-22 W 100 feet; thence S 86-10-30 E 114.09 feet to an iron pipe; thence N 7-20 E 52.86 feet, corner with Hargus; thence with Hargus S 76-10-30 E 124.63 feet; thence N 7-34-30 E 93.99 feet; thence N 5-50 E 181.17 feet; thence S 70-45 E 312 feet to an iron; thence N 37-24 E 148.93 feet to an iron; thence S 70-11 E 573.02 feet to an iron in Hawkins Lane; thence with Hawkins Lane S 27-56 W 386.4 feet to a concrete monument; thence N 82-15 W 113.79 feet to an iron; thence S 32-53-30 W 193.5 feet to a concrete monument; thence S 23-27 W 165.86 feet to a concrete monument; thence S 85-57-30 E 17.59 feet to a dogwood tree; thence S 20-50-30 E 290.35 feet to an existing spike in the northern margin of Patton Avenue; thence with the northern margin of Patton Avenue S 85-26-30 W 350.45 feet to a concrete monument; thence still with the northern margin of Patton Avenue S 87-34 W 25 feet to the point of Beginning. Subject, however, to right of way for the widening of Hawkins Lane and the right of way for the widening of Louisiana Avenue.

TRACT TWO: BEGINNING at an iron pipe in the eastern margin of Louisiana Avenue, Wells' northwest corner, and running thence with the Wells' line, S 81-17 E 234.57 feet to an iron in the line of the land of G-E, Inc.; thence with said line N 3-7 E 161.69 feet to a monument at a 24 inch pin, corner with Shelton; thence with the Shelton line N 78-27 W 353.92 feet to an iron pipe in the eastern margin of Louisiana Avenue; thence with the eastern margin of Louisiana Avenue S 19-26 E 12.15 feet and S 28-51 E 211.64 feet to the point of Beginning.

EXHIBIT "A"